



MEDICAL STAFFING AGREEMENT

GLC On-The-Go and Sena Kean SNF Operations LLC

This **MEDICAL STAFFING AGREEMENT** (the "**Agreement**") made the 7 day of December, **2023** by and between GLC On-The-Go, Inc. ("**GLC**"), a Florida corporation having a place of business at 55 Weston Road, Suite 300, Sunrise, FL 33326,

AND

Sena Kean SNF Operations LLC – D/B/A Sena Kean Nursing and Rehabilitation Center ("**Contractor**"), a Delaware limited liability company having its principal place of business at 17083 Route 6, Smethport, PA 16749. GLC and Contractor shall individually be referred to as a "**Party**", and collectively as the "**Parties**".

WHEREAS, GLC is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical assistants with specific skills and experience.

WHEREAS, Contractor is requesting personnel with the skill and experience provided by GLC.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **PERSONNEL TO BE PROVIDED** The personnel to be provided include, but are not limited to, the following: RNs; LPNs; CNAs; NAs; and/or PRNs (collectively, "**Staff**" or "**GLC Staff**"). GLC may offer Staff designated as travelers based on the geographical location of Contractor's facility ("**Travelers**"). Contractor may refuse to use Travelers and/or request GLC provide regular Staff who are not designated as Travelers. When requested by Contractor, GLC will use its best efforts to provide regular Staff who are not designated as Travelers. GLC shall not incur any liability, nor shall it be deemed a breach of this Agreement, if GLC is unable to provide regular Staff who are not designated as Travelers.
2. **QUALIFICATIONS OF STAFF PERSONNEL** GLC will ensure that the Staff possess the qualifications required to perform the duties for which they were contracted to provide in their specific field of practice as specified by the Contractor. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test, and criminal clearances, as may be required for the services being provided. If Contractor finds any Staff's qualifications lacking, it shall immediately remove said Staff from the performance of his or her duties and/or Contractor's facility, and advise GLC within twenty-four (24) hours of discovering the insufficiency. GLC will make reasonable efforts to replace said Staff as soon as practicable.

3. **SUBSTITUTE STAFF** GLC shall use reasonable efforts to replace regularly scheduled Staff that are unavailable on a given day due to illness or paid time off or because of an emergency, vacation, or holiday. However, GLC cannot guarantee that it can or will provide substitute staff. There is no penalty or default for the inability to provide substitute staff.
4. **GLC AS EMPLOYER** Contractor shall not be responsible for payment of wages, salaries and other compensation, fringe benefits, unemployment insurance, social security, or other payroll taxes for Staff provided to Contractor by GLC. Further, GLC shall be the employer of all Staff it furnishes to Contractor. Contractor shall not make any payments, consideration or provide any benefits to Staff without the prior written consent of GLC.
5. **CONTRACTOR RESPONSIBILITIES** Contractor will properly supervise Staff and properly control, supervise and manage its premises, processes, employees, equipment and systems. Further, Contractor will ensure a safe working environment for Staff. Contractor will timely communicate in (at least) writing to GLC and Staff any performance related issues, violations of Contractor's (or facility's) policies, rules or regulations and other concerns or problems with Staff.
6. **ADMINISTRATIVE LINK** For the purpose of facilitating the services contemplated by this Agreement, Contractor and GLC shall designate an administrative employee to be available for such purposes.
7. **TIMESHEET REPORT REVIEW & APPROVAL** Staff are instructed to punch in and out of the clock located at the Facility ("**Clock**") to record their time. The Clock shall be the primary determining factor of attendance and time worked. In the event the Clock is not properly functioning, Staff shall record time by other means. Contractor shall compensate GLC for its services in accordance with the schedule set forth in **Exhibit A**, and shall use its best efforts to compensate GLC for all time worked by Staff. GLC shall submit supporting documentation for the services provided to Contractor as recorded and/or generated by the Clock, or as recorded by Staff by other means in the event the Clock is not properly functioning, in the form of time records ("**Timesheet Report**"). The Timesheet Report will be sent to Contractor for review and approval weekly. Contractor shall dispute a submitted Timesheet Report, in whole or in part, by written notice to GLC within forty-eight (48) hours of receipt ("**Timesheet Dispute**"). Written notice of a Timesheet Dispute shall identify all times records within the at-issue Timesheet Report which Contractor is disputing, as well as the respective Staff, dates, hours, matters in dispute, the reason Contractor believes the records are inaccurate, what the Contractor believes to be accurate information, and any supporting documentation. Contractor agrees that any issue or dispute regarding a Timesheet Report which is not raised in a proper and timely Timesheet Dispute is waived, and by not submitting a Timesheet Dispute Contractor approves of said Timesheet Report and certifies that the hours shown are correct, that the work was performed to Contractor's satisfaction, and that GLC is authorized to bill Contractor for those hours stated. If Contractor timely submits a Timesheet Dispute, the Parties shall attempt to informally resolve said Timesheet Dispute. If the Parties are unable to informally resolve a timely Timesheet Dispute within thirty (30) days of Contractor's written notice, Contractor shall pay any amounts due and owing with respect to the Timesheet Dispute "under dispute" and the Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in **Section 40**. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, payment by Contractor of all undisputed amounts due and payable under **Section 8**.
8. **INVOICING & PAYMENT** After Contractor's review of a Timesheet Report, GLC shall issue an invoice to Contractor for all amounts due and owing with respect to the Timesheet Report (except for those

amounts associated with a timely submitted Timesheet Dispute) ("**Invoice(s)**"). Contractor shall dispute an Invoice, in whole or in part, by written notice to GLC within fifteen (15) calendar days from the date of such Invoice ("**Invoice Dispute**"). Written notice of an Invoice Dispute shall provide a reasonably detailed description of the dispute, along with any supporting documentation. Contractor agrees that any issue or dispute regarding an Invoice which is not raised in a proper and timely Invoice Dispute is waived, and by not submitting an Invoice Dispute Contractor approves of said Invoice and certifies that amounts due to GLC are true and correct, and that GLC is entitled to said amounts. Contractor shall pay all undisputed amounts within fifteen (15) calendar days from the date of the Invoice in full. If Contractor timely submits an Invoice Dispute, the portion subject to dispute may be withheld by Contractor and the Parties shall attempt to informally resolve said Invoice Dispute. If the Parties are unable to informally resolve a timely Invoice Dispute within thirty (30) days of Contractor's written notice, Contractor shall pay any amounts due and owing with respect to the Invoice Dispute "under dispute" and the Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in **Section 40**. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, payment by Contractor of all undisputed amounts due and payable under this **Section 8**.

9. **LATE PAYMENTS** Except for invoiced amounts that Contractor has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under Pennsylvania law, calculated daily and compounded monthly. Contractor shall also reimburse GLC for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Contractor shall be entitled to all fees related to any dispute that it prevails. In addition to all other remedies available under this Agreement or at law (which GLC does not waive by the exercise of any rights hereunder), GLC shall be entitled to suspend the provision of any services if Contractor fails to pay any undisputed amounts when due hereunder and such failure continues for sixty (60) days following written notice thereof.
10. **EXPENSES** The Contractor shall be responsible for all agreed upon expenses incurred by GLC Staff and agents while on assignment to Contractor under this Agreement, including but not limited to sending Staff (if previously agreed) to another location or travel. Arrangements under this **Section 10** shall be agreed to in writing by an authorized representative of Contractor.
11. **COMPLIANCE WITH APPLICABLE LAW** GLC and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act, Immigration Reform and Control Act, and all other applicable federal, state and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, sexual harassment, anti-discrimination and wage and hour, whether as presently enacted or as hereafter enacted.
12. **CONFIDENCE OF INFORMATION** Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, rates, business plans, business opportunities, finances, research, development, personnel (including Staff name and contact information), and all other proprietary or confidential information, knowledge and data related to the business and affairs of GLC that may be acquired in furtherance of the relationship contemplated by this Agreement, including but not limited to the terms, rates and fees detailed in this Agreement, amounts paid and Staff compensation and benefits. During and after the term of this Agreement for a period of five (5) years, Contractor shall not, without the prior written consent of GLC, publish, communicate, divulge, use or disclose any such Confidential Information.

13. **INDEMNIFICATION** GLC shall defend, indemnify, and hold harmless Contractor and Contractor's affiliates and its/their officers, directors, employees, agents, successors, and permitted assigns (each, a "**Contractor Indemnitee**") from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from: (a) GLC's material breach of any representation, warranty, or obligation of GLC set forth in this Agreement. In no event shall GLC be liable or responsible for indemnification for or related to Contractor's facility, work environment, premises, employees, supervision, agents, patients, doctors, equipment, policies, invitees, guests, vendors, or personnel. Contractor shall defend, indemnify, and hold harmless GLC and GLC's affiliates and its/their officers, directors, employees, agents, successors, and permitted assigns (each, a "**GLC Indemnitee**") from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Contractor; (b) Contractor's breach of any representation, warranty, or obligation of Contractor set forth in this Agreement; and (c) any actual or alleged claims for unpaid wages or Wage and Hour Violations, under applicable federal, state and/or local laws or regulations, relating to, in whole or in part, employee meal periods and/or rest breaks. The Party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any claim, suit, action, or proceeding and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such claim, suit, action, or proceeding and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any claim, suit, action, or proceeding in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The Parties agree that this **Section 13** constitutes the entire agreement between the Parties with respect to indemnification and each Party waives its right to assert any common law indemnification and/or contribution claim against the other Party.
14. **PROFESSIONAL LIABILITY INSURANCE** GLC shall obtain, at its own cost, professional liability insurance covering its acts and omissions. Each shall maintain such insurance in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) annual aggregate.
15. **GENERAL LIABILITY INSURANCE** Contractor shall maintain vehicle, premise and general liability insurance covering where Staff will work, as well as any Contractor owned or leased vehicles that GLC Staff may use in the course of their work. Upon request of GLC, Contractor shall provide a copy of the insurance policy demonstrating compliance with this paragraph.
16. **INDEPENDENT STATUS** In the performance of their respective duties under this Agreement, GLC and Contractor shall remain independent contracting entities under a vendor-vendee relationship. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between GLC and Contractor.
17. **COMMUNICATION WITH STAFF** Contractor shall not communicate directly with Staff outside of the assignment scope. All communications regarding Staff scheduling, whether written, verbal or in person, shall be relayed through GLC unless otherwise agreed to in writing.
18. **NON-SOLICITATION** During the term of this Agreement, and for a period of six (6) months following its termination or expiration, Contractor shall not directly or indirectly solicit or induce, or attempt to solicit or induce, for employment, or employ or engage as an independent contractor, any Staff without the prior written consent of GLC. If Contractor hires and/or employs Staff in violation this

paragraph, Contractor agrees to pay to GLC a fee in the amount of twenty-five percent (25%) of the employee's annual starting salary, excluding benefits and bonuses, for each Staff hired and/or employed in violation of this paragraph. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for purposes of this **Section 18**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 18**.

19. **NON-COMPETITION** During the term of this Agreement, and for a period of two (2) years following its termination or expiration, Contractor shall not directly or indirectly request, investigate or otherwise seek to obtain, or attempt to request, investigate or otherwise seek to obtain, any of GLC's proprietary and/or confidential information from the Staff or anyone else, or otherwise, including but not limited to proprietary and/or confidential information relating to the Staff's underlying arrangement and terms (financial, benefits and otherwise) with GLC.
20. **INJUNCTIVE RELIEF** In the event of a breach or threatened breach by Contractor of the covenants, terms, and conditions of **Sections 12, 18 and 19**, Contractor hereby consents and agrees that money damages would not afford an adequate remedy and that GLC shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This relief and the related restrictions supporting such relief, including but not limited to those restrictions set forth in **Sections 12, 18, and 19** herein, shall be separate and independent clauses and enforceable regardless of dispute on breach or other issues. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief.
21. **NO WAIVER** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Any waiver shall be strictly limited to the time at issue and specific circumstance unless it specifically states it is longer than that specific time and circumstance.
22. **SURVIVAL OF OBLIGATIONS** Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.
23. **NO GENERAL INVALIDITY** If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.
24. **DISASTERS** Neither GLC nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, labor shortages, acts of God or natural disasters, accidents or mechanical failures not caused by the fault or neglect of GLC or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

25. **ASSIGNMENT** Contractor shall not assign or delegate its rights, duties and obligations under this Agreement without the prior written consent of GLC. GLC may in its discretion, assign this Agreement in whole or in part without prior notice or consent to Contractor. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
26. **CHANGES TO AGREEMENT** Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the Parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a Party in it waived, except by such a writing.
27. **COUNTERPARTS** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties.
28. **FINAL AGREEMENT** This Agreement, together with all Schedules, Exhibits, and any other documents incorporated herein by reference, constitutes the entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes and voids all contemporaneous understanding, agreements, promises, warranties, representations, or contract terms, both written and oral, contained in any earlier discussion or agreements between the Parties with respect to such subject matter. As of the date of execution the Parties stipulate there are no oral agreements between the Parties. This Agreement contains all the terms and conditions agreed by the Parties.
29. **CONSTRUCTION AGAINST DRAFTER** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
30. **NON-DISCRIMINATION** Both GLC and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.
31. **FLOATING POLICIES AND COMPETENCE** Floating refers to the reassignment of Staff, whereas Staff's job functions will differ from the original specifications for which the Staff was retained. Contractor may float a nurse to appropriate units that are within the scope of his/her clinical expertise, Joint Commission Standards, and to which he/she has been fully oriented.
32. **ORIENTATION POLICIES** Contractor will provide and ensure that any persons furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.
33. **SUBCONTRACT** GLC, at its sole discretion, may contract with one or more persons or entities for the performance of GLC's services covered by this Agreement, provided the contract shall not relieve GLC of its obligation and liability under this Agreement or limit the restrictions on Contractor or protections for GLC hereunder.
34. **INCIDENT/ERROR REPORTING & TRACKING SYSTEM** GLC has a system for reporting, tracking, and documenting unexpected incidents. When Staff is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, workplace injury, security incidents, including incidents of

property damage, or similar, Contractor shall immediately report the incident to GLC. Contractor has the right to immediately remove Staff from its center for violation, if any, of Contractor's policies and procedures. Staff reporting is not a replacement for Contractor's obligations hereunder. All reporting by Contractor shall be done within forty-eight (48) hours of the incident or matter first arising and may be supplemented as additional information is learned, discovered, or needed.

35. **TERM OF AGREEMENT AND TERMINATION** The term of this Agreement shall commence as of the Effective Date and continue thereafter for a period of one (1) year, unless sooner terminated. The Agreement shall automatically renew on an annual basis for subsequent periods of one (1) year. Either Party may terminate this Agreement by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for pre-existing breach. The Parties shall deal with each other in good faith during the period after which any notice of intent to terminate is given.
36. **LAW AND JURISDICTION** Any dispute or matter related to or arising from this Agreement shall be governed by Pennsylvania law with exclusive venue in Allegheny County, Pennsylvania, and the Parties stipulate to proper personal jurisdiction in the state and federal courts of the Commonwealth of Pennsylvania. In the event of litigation, the prevailing Party shall be entitled to its attorneys' fees and costs.
37. **NOTICE** Any notice given pursuant to this Agreement shall be given by personal delivery, overnight national carrier, or certified mail with return receipt requested, directed to the Parties at the address detailed on the first page.
38. **AUTHORITY TO EXECUTE AGREEMENT** Each of the individuals whose signature appears below represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the Party on whose behalf he or she has affixed his or her signature to this Agreement. This Agreement may be executed in counterparts and may be executed electronically and transmitted electronically as originals are not necessary.
39. **GOOD FAITH NEGOTIATIONS** The terms in this Agreement are the product of arms-length negotiations. Each Party declares that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement and that it executes this Agreement voluntarily after consultation with counsel. The Parties further agree that this Agreement shall be deemed to have been negotiated, executed, and delivered in Allegheny County, Pennsylvania, regardless of the physical presence of either Party during the negotiation, execution, and/or delivery of this Agreement.
40. **ARBITRATION** Any dispute, controversy, or claim arising out of or relating to this Agreement or any breach of this Agreement, including but not limited to services provided under this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. Arbitration shall be administered by the American Arbitration Association (AAA) or other similar provider of arbitration, mediation or other alternative dispute resolution methods as agreed to by the Parties, and held in Allegheny County, Pennsylvania before a single arbitrator, in accordance with the arbitrator's rules, regulations, and requirements regarding commercial disputes. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The covenants, terms, and conditions of this **Section 40** shall not apply to any disputes, controversies, or claims arising out of or relating to **Sections 12, 18, 19, and 20**.

41. LIMITATION ON LIABILITY IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO: (A) DAMAGES OR LIABILITIES ARISING FROM A BREACH OF SECTIONS 12, 13, 18 AND 19; AND (B) A PARTY'S OBLIGATION TO PAY ATTORNEYS' FEES AND COURT COSTS AS EXPLICITLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

GLC ON-THE-GO, INC.

By: [Signature]

Print: Henry Con

Title: President

Dated: 12/7/2023

Sena Kean Nursing and Rehabilitation Center

By: [Signature]

Print: Philip J Sell

Title: Administrator

Dated: 12.7.2023

EXHIBIT A

Healthcare Professional	Per Diem Shifts	Contract Assignments
a. Certified Nurse Assistant (CNA)	\$32.00/Hr.	\$40.00/Hr.
c. Licensed Practical Nurse (LPN)	\$53.00/Hr.	\$65.00/Hr.
d. Registered Nurse (RN)	\$65.00/Hr.	\$75.00/Hr.

**Premium Rates* apply when filling immediate and urgent needs as a response to a crisis or severe staff shortage such as: employment strikes, natural disasters, pandemics, and other health crises.

**Overtime requirements* for Colorado and California listed below.

Travel Staff: Travelers shall be compensated at the rates designated in the chart below:

Healthcare Professional	Per Diem Shifts	Contract Assignments
a. Certified Nurse Assistant (CNA)	\$32.00/Hr.	\$40.00/Hr.
c. Licensed Practical Nurse (LPN)	\$53.00/Hr.	\$65.00/Hr.
d. Registered Nurse (RN)	\$65.00/Hr.	\$75.00/Hr.

New Staff Assignments: The rates set forth above shall only apply to Staff assignment(s) and/or renewal(s) of Staff assignment(s) made on or after the Effective Date and within the initial term of the Agreement. Staff assignment(s) and/or renewal(s) of Staff assignment(s) made on or after the Effective Date and within the initial term of the Agreement shall be paid at and retain the rates set forth above for the entire duration of said Staff assignment(s) and/or renewal(s) of Staff assignment(s) regardless of whether it continues past the end of initial term of the Agreement.

Pre-Existing Staff Assignments: The rates set forth above shall not apply to Staff assignment(s) and/or renewal(s) of Staff assignment(s) made prior to the Effective Date. Staff assignment(s) and/or renewal(s) of Staff assignment(s) made prior to the Effective Date shall be paid at and retain the previously agreed to rates for the entire duration of said Staff assignment(s) and/or renewal(s) of Staff assignment(s) regardless of whether it continues past the Effective Date.

Rate Changes: The rates set forth above shall remain consistent through the initial term of the Agreement. Prior to the expiration of the initial term of the Agreement, GLC and Contractor may renegotiate the rates set forth above. Any renegotiated rates will apply to Staff assignment(s) and/or renewal(s) of Staff assignment(s) made within the subsequent term of the Agreement and shall remain consistent through the subsequent term of the Agreement. Staff assignment(s) and/or renewal(s) of Staff assignment(s) made within the subsequent term of the Agreement shall be paid at and retain the renegotiated rates for the entire duration of said Staff assignment(s) and/or renewal(s) of Staff assignment(s) regardless of whether it continues past the subsequent term of the Agreement. Any renegotiated rates shall be agreed to in line with **Section 26**. The Parties shall continue to renegotiate rates according to this provision for any subsequent term of the Agreement.

Guaranteed Hours: Contract assignments for each respective GLC Staff are for a minimum of forty (40) hours each week for a minimum of eight (8) weeks each. This is guaranteed by Contractor. Once Staff is assigned by GLC for a position with Contractor, the guarantee is in place. If the contracted staff isn't scheduled for the forty (40) hours in a given week, the full forty (40) hours will still be billed to the contractor. If Staff arrive to any shift more than fifteen (15) minutes late, without reasonable excuse, the guaranteed shift commitment for said contracted staff shall be terminated.

Shift Cancellations: Omitted.

Reporting no-call/no-shows: In the event that a contracted GLC employee is late or does not show up for a scheduled shift, please notify your assigned GLC account manager as soon as you become aware of the tardiness/absence, or call our offices at 1-877-782-3345.

Holiday Policy: The following days are billed at 1 ½ the above hourly rate (but not to be combined with the Overtime multiplier):

- New Year's Eve 3:00 pm through (end of) New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 pm through (end of) Christmas Day

Training/Orientation: Contractor agrees to pay for all orientation/training hours of contracted Staff.

Lunch Breaks: Lunch breaks of 30 minutes shall be deducted for each shift automatically, and 60 minutes for a double shift.

Overtime Policy: Each part of one hour beyond forty (40) in a single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½) of the above hourly rate and in accordance with any state or federal employment laws.

Cancellation Policy for Contract Assignment: Omitted.

Invoice and Payments: Omitted.

COLORADO OVERTIME REQUIREMENTS:

Compensation:

Regular Hourly Rate:	[EMPLOYEE'S REGULAR HOURLY RATE]
> 8 hours per workday or 40 hours per workweek	[ONE AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE]
> 12 hours per workday	[[ONE AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE]

The above follows Colorado which in relevant part provides:

Employees shall be paid time and one-half of the regular rate of pay for any work in excess of: (1) forty (40) hours per workweek, (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

CALIFORNIA OVERTIME REQUIREMENTS:

Compensation:

Regular Hourly Rate:	[EMPLOYEE'S REGULAR HOURLY RATE]
> 8 hours per workday or 40 hours per workweek	[ONE AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE]
First 8 hours on the seventh consecutive day of work in a workweek	[ONE AND ONE-HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE]
> 12 hours per workday	[DOUBLE THE EMPLOYEE'S REGULAR HOURLY RATE]
> 8 hours on the seventh consecutive day of work in a workweek	[DOUBLE THE EMPLOYEE'S REGULAR HOURLY RATE]

The above follows California Labor Code section 510(a), which in relevant part provides:

Eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one (1) workweek shall be compensated at the rate of no less than one and one-half (1 ½) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

EXHIBIT B

GLC CORE Credentialing Requirements

Screening/Backgrounds

1. Professional State License
2. Background Check
3. 10 Panel Drug Screen
4. References (2)
5. OIG, SAM, NSO searches

Medical Clearance

6. Physical – Fit for Duty
7. TB Screening & TBQ
8. MMR, Varicella, HEP B – Proof of Immunity or declination
9. Influenza - Vaccination/Declination

Competency/Regulatory

10. OSHA/HIPAA/NPSG testing
11. Competency testing
12. Skills Checklist
13. Job Description
14. Education Verification

Proof of Identity/Employment Eligibility

15. Government issued photo ID
16. Social Security card
17. I9/Everify

AMENDMENT 1**GLC Rapid/Crisis Response Program – Expedited Credentialing**

DEFINITION: A rapid/crisis response contract is executed for the purpose of staffing personnel at a facility during a time of crisis to quickly meet the increased demand for healthcare professionals. Such persons shall also be known as “Staff” for the purposes of the contractual terms, except to the extent it conflicts with this Amendment.

To support our clients’ needs for rapid/crisis response services, the following list of amended requirements will be used to facilitate expedited deployment of eligible candidates. Candidates must be starting the assignment within **24-72hrs** of offer/acceptance to qualify for expedited credentialing.

The goal of this expedited credentialing is to meet the urgent need for patient care in a crisis while still maintaining credentialing standards and meeting regulatory compliance.

GLC RAPID Credentialing Requirements

1. Possess a **valid license to practice** in the state of assignment (or waiver if applicable)
2. Proof of identity & employment eligibility (**DL/SS card**)
3. Nationwide **Background Check**
4. **Rapid DS** (done by GLC or client)
5. Queries/Sanction searches: **OIG, SAM, NSO**
6. Competency test or Skills Checklist

Joint Commission Policy Statement

Our agency is committed to providing a higher standard of service and to the delivery of safe, quality patient care. We comply with the Joint Commission’s Standards for Healthcare Staffing Services. As our customer, you can have confidence that the processes within our organization support that the supplemental staff working in your organization have met the requirements established by the Joint Commission. To assure compliance with the Joint Commission Standards for Healthcare Staffing Services, we provide our customers with a written description of the following service features.

1. Subcontractors

GLC-ON-THE-GO will not engage subcontractors to provide Assigned Providers unless agreed to in advance by the customer.

2. Floating

Assigned Providers may only be placed in assignments that match the job description for which GLC-ON-THE-GO assigns them; if an Assigned Provider is asked to float to another department with the customer, the department must be a like department or unit and the float provider must have demonstrated previous competency and have the appropriate certifications, credentials for that department/unit. Assigned Providers should only be floated to areas of comparable clinical diagnoses and acuities.

3. Competency Review

It is the responsibility of GLC-ON-THE-GO to conduct and finalize the pre-employment assessment of the Assigned Provider's competence based on the techniques, procedures, technology and skills needed to provide care, treatment and services to the populations served by the customer upon completion of GLC-ON-THE-GO's orientation.

It shall be the responsibility of the customer to cooperate in a review or evaluation of each Assigned Provider, relative to the provider's ability to perform specific job functions upon completion of provider's assignment or shift. GLC-ON-THE-GO relies on the customer's feedback in order to accurately assess and re-assess the competence of the Assigned Provider on an ongoing basis based on the customer's report of clinical performance.

4. Orientation of Providers

GLC-ON-THE-GO will provide all new providers with an orientation to the company's policies and procedures. It shall be the responsibility of customer to orient assigned providers to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of Assigned Provider to properly use equipment.

5. Providers and Independent Contractors

As the provider of staffing services, GLC-ON-THE-GO will be the employer of Assigned Providers and shall not by reason of their temporary assignment with the customer through GLC-ON-THE-GO become providers of the customer. At its sole discretion GLC-ON-THE-GO reserves the right to utilize Independent Contractors in addition to its providers, to assist in the provision of all agreed upon Healthcare Supplemental Staffing services.

6. Incident, Error, Tracking System

Upon notification of Incidents and or Errors, GLC-ON-THE-GO shall document and track all unexpected incidents, including errors, sentinel events and other events, such as injuries and safety hazards related to the care and services provided, utilizing its data gathering tools. Information gathered tracked and analyzed is to be shared and reported appropriately to customers, regulatory bodies and the Joint Commission as required.

7. Communicating Occupational Safety Hazards/Events

It shall be the responsibility of the customer to notify GLC-ON-THE-GO within 24 hours of the event; any competency issues, incidents, and/or complaints related to the Assigned Provider and/or GLC-ON-THE-GO Customer agrees to initiate communication with GLC-ON-THE-GO whenever an incident/injury report related to the Assigned Provider is completed.

8. Requirements for Staff Specified

The requirements of staff sent to the customer by GLC-ON-THE-GO are to be determined by the customer as part of the written agreement between the two parties. It is GLC-ON-THE-GO's obligation to comply with the requirements of the customer by supplying staff that have the documented competencies, credentials, health screening and experience to satisfy the requirements specified by the customer in order to deliver safe care to the population being served.

9. Conflicts of Interest

GLC-ON-THE-GO, to the best of its ability, identifies conflicts of interest. GLC-ON-THE-GO discloses all conflicts of interest to its clients. GLC-ON-THE-GO annually reviews its relationships and its healthcare providers' relationships with vendors, clients, competitors and regulatory entities to determine conflicts of interest.

When conflicts of interest arise GLC-ON-THE-GO discloses this conflict of interest when appropriate to whichever client may be involved or affected. GLC-ON-THE-GO enforces that internal employees of GLC-ON-THE-GO are not permitted to maintain additional employment, accept gifts (other than those of nominal value) or to allow payment on their behalf of any travel, living or entertainment expense by any person or organization currently doing business with or seeking to conduct business with GLC-ON-THE-GO, unless approved by the client involved or potentially involved.

10. Staff Matching Requirements

GLC-ON-THE-GO shall verify the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment. Matching the Assigned Provider's licensure, certification, education and work experience to assure they are competent and possess the skills and experience matching the specified requirements of the assignment may include the use of new grad practitioners upon the request or approval of the customer.

The GLC-ON-THE-GO office, located in Weston, Florida is open Monday through Friday from the hours of 8:30 a.m. – 5:30 p.m. Our telephone number is (877) 782-3345. Outside of normal business hours, in the event of an emergency please contact us at the number above and follow the prompts for 24/7 after hours assistance.

In the event of an emergency, natural disaster or other uncontrollable event, GLC-ON-THE-GO will continue to provide service to you through our corporate network from a location where phones and computers are functional. GLC-ON-THE-GO will do everything possible to support you in meeting your needs during crisis situation(s). A copy of our Emergency Management Plan is available upon request.

Our goal is to always provide you with a consistent level of service. If for any reason you are dissatisfied with our service or the service provided by one of our healthcare professionals, we encourage you to contact the local manager to discuss the issue. GLC-ON-THE-GO has processes in place to resolve customer complaints in an effective and efficient manner. If the

resolution does not meet your expectation, we encourage you to call the GLC-ON-THE-GO corporate office at (877) 782-3345. A corporate representative will work with you to resolve your concern. Any individual or organization that has a concern about the quality and safety of patient care delivered by GLC-ON-THE-GO healthcare professionals, which has not been addressed by GLC-ON-THE-GO management, is encouraged to contact the Joint Commission at www.jointcommission.org or by calling the Office of Quality Monitoring at (630) 792-5636. GLC-ON-THE-GO demonstrates this commitment by taking no retaliatory or disciplinary action against providers when they do report safety or quality of care concerns to the Joint Commission.

Resolution of Complaints (From Staff and Customers)

All GLC-on-the-Go patient care providers and internal office staff are entitled to full and equal accommodations, advantages, facilities, privileges, and services provided by the company.

GLC-on-the-Go accepts complaints from persons who believe that they have experienced a violation of their rights. The following guidelines shall be followed in resolving complaints.

- Complaints must be filed within thirty (30) days of the alleged act.
- The complaint is the written document that describes the occurrence and why the person filing the complaint believes the action or incident was in violation of his/her rights.
- An individual seeking to file a complaint needs to contact GLC-on-the-Go. The Appropriate GLC-on-the-Go manager, office staff or the individual who received the call will conduct an intake interview or phone interview with the complaining party and complete a complaint management report.
- After a careful screening process, the complaint is investigated to determine if there is sufficient evidence to support the allegation. The complaint documentation must contain a claim which constitutes a violation of the complaining person's rights.
- A complaint may be settled at any time after it is filed. Opportunities will be given to all parties involved to ask questions, provide information, and suggest witnesses to resolve the complaint.
- As the investigation proceeds, individuals will be interviewed, and pertinent records and documents will be reviewed.
- The person filing the complaint must cooperate fully by providing accurate information and by supplying documents to support the allegations.
- All information gathered in the course of an investigation is subject to disclosure unless otherwise protected by the individual's right to privacy (e.g. medical records).

- If the complaint is substantiated, a reconciliation conference to settle the complaint will be scheduled. Settlement terms may require:
 - Restoration of previously denied rights.
 - Compensation of any out-of-pocket losses incurred by person filing complaint.
 - Correction of other harm(s) resulting from the violation(s).
 - Modification of practices that adversely affect persons protected under law.
 - Other actions to eliminate the effects of violation of rights.

CONTACTS PAGE

CONTACTS FOR INVOICES:

Philip J Sell

Contact Person Name

psell@senakeanhc.com

Contact Email

814-887-5601

Contact Phone Number

* The Invoices will be sent to the facility for review (expected weekly), and invoices will be considered correct if we do not receive a timely written dispute detailing correction within forty-eight (48) hours of receipt of the invoice.

CONTACTS FOR APPROVED HOURS WEEKLY:

Jane Compton

Contact Person Name

jcompton@senakeanhc.com

Contact Email

814-887-5601

Contact Phone Number

* The Timesheet Report will be sent to the facility for review (expected weekly), and timesheets will be considered correct and approved for billing if we do receive a timely written dispute detailing correction within forty-eight (48) hours of receipt of the timesheet. Failure to object to the respective timesheet waives any objection or dispute to the subject amount being invoiced for that timesheet.

CONTACTS FOR SCHEDULES:

Jane Compton

Contact Person Name

jcompton@senakeanhc.com

Contact Email

814-887-5601

Contact Phone Number

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT made the 28th day of June 2021 (the "Agreement") between GLC On-The-Go, Inc., a Florida corporation having a place of business at 1290 Weston Road, Suite 316, Weston, FL 33326,

AND

Sena Kean SNF Operations LLC D/B/A Sena Kean Nursing & Rehabilitation Center ("Contractor"), having its principal place of business at

17083 Route 6

Smethport, PA 16749

WHEREAS, GLC On-The-Go, Inc., is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical assistants with specific skills and experience.

WHEREAS, **Sena Kean Manor & Rehabilitation Center** is requesting personnel with the skill and experience provided by GLC On-the-Go, Inc.

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. **PERSONNEL TO BE PROVIDED** The personnel to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, NA's (collectively, "Staff" or "GLC On-The-Go, Inc. Staff").
2. **QUALIFICATIONS OF STAFF PERSONNEL** GLC On-The-Go, Inc. will ensure that the Staff possess the qualifications required to perform the duties in which they were contracted to provide in their specific field of practice as specified by Contractor. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test, and criminal clearances, as may be required for the services being provided.
3. **SUBSTITUTE STAFF** GLC On-the-Go, Inc. shall use its best efforts to replace regularly scheduled Staff that are unavailable on a given day due to illness or paid time off or because of an emergency, vacation or holiday. However, GLC On-the-Go, Inc. cannot guarantee that it can or will provide substitute staff. There is no penalty or default for the inability to provide substitute staff.
4. **GLC ON-THE-GO AS EMPLOYER** Contractor shall not be responsible for payment of wages, salaries and other compensation, fringe benefits, unemployment insurance, social security, or other payroll taxes for Staff provided to Contractor by GLC On-the-Go, Inc. Further, GLC On-the-Go, Inc. shall be the employer of all Staff it furnishes to Contractor. Contractor shall not make any payments, consideration or provide any benefits to Staff without the prior written consent of GLC On-the-Go, Inc.

5. **ADMINISTRATIVE LINK** For the purpose of facilitating the services contemplated by this Agreement, Contractor and GLC On-the-Go, Inc. shall designate an administrative employee to be available for such purposes.

6. **COMPENSATION (TIME RECORDS)** Contractor shall compensate GLC On-the-Go, Inc. for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is made a part of this Agreement. For the purpose of compensation, GLC On-the-Go, Inc. shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate. If there is any dispute as to the accuracy or obligation to pay based on the submitted time records, Contractor shall provide in writing the details of such dispute within 14 days of its receipt of such time records. The writing shall be sufficient to identify the respective Staff, dates, hours and matters at dispute, the reason Contractor believe the records are inaccurate and what the Contractor believes to be accurate information. If no such writing in detail is timely provided to GLC On-the Go, Inc., then the Contractor waives its right to dispute the respective time records and obligation to pay for the same, and those time records shall be deemed accurate with payment due without reduction or set-off. Any portion of the invoice that has not been timely and properly disputed shall be timely paid. The portion subject to timely and proper dispute may be withheld subject to the terms of this Agreement. If the parties are unable to resolve a timely dispute within 30 days of the dispute notice, the Contractor shall pay such amount "under dispute" and the parties shall continue to work to resolve the disputed matter, and the Contractor does not waive its timely raised disputed issues.

7. **EXPENSES** Contractor shall be responsible for all agreed upon expenses incurred by GLC On-the-Go, Inc. Staff and agents while on assignment to Contractor under this Agreement, including but not limited to sending Staff (if previously agreed) to another location or travel.

8. **HIRING OF TEMPORARY STAFF BY CONTRACTOR AND CONVERSION FEE** Contractor may wish to (directly or indirectly) employ (or enter an independent contractor relationship with) Staff. In the event of such a conversion (directly or indirectly) to the employ of or contract relationship with Contractor or to another company to whom Contractor refers such person, Contractor agrees to pay a conversion fee to GLC On-the-Go, Inc. The conversion fee (regardless of full or part time) is \$15,000.00 for an RN, \$12,000.00 for an LPN, and \$9,000.00 for HHA or any other position. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed and timely paid to GLC On-the-Go, Inc. while on assignment for such person, however in no event will the conversion fee be reduced below \$5,000.00 for any position. The conversion fee is payable regardless of the classification or position, regardless if permanent or temporary (including temporary assignments through another agency) or consulting basis. The conversion fee shall be due for any Staff currently working with Contractor or within the last six (6) months for GLC On-The-Go, Inc. Contractor also agrees to pay a conversion fee if the GLC On-the-Go, Inc. Staff assigned to Contractor is hired by a subsidiary, affiliate, agency or related company or business, including but not limited to as a result of referral of Staff to that entity. The parties agree that this paragraph shall be broadly construed to avoid a circumvention of the conversion fee.

9. **COMPLIANCE WITH APPLICABLE LAW** GLC On-the-Go, Inc. and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act, Immigration Reform and Control Act,

and all other applicable federal, state and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, sexual harassment, anti-discrimination and wage and hour, whether as presently enacted or as hereafter enacted.

10. **CONFIDENCE OF INFORMATION** Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, research, development, personnel (Staff), and all other proprietary or confidential information, knowledge and data related to the business and affairs of GLC On-the-Go, Inc. that may be acquired in furtherance of the relationship contemplated by this Agreement, including but not limited to the terms, rates and fees detailed in this Agreement, amounts paid and Staff compensation and benefits. During and after the term of this Agreement, Contractor shall not, without the prior written consent of GLC On-the-Go, Inc., publish, communicate, divulge or disclose any such Confidential Information.
11. **INDEMNIFICATION** GLC On-the-Go, Inc. and Contractor shall indemnify, hold harmless and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit arising out of or in connection with their breach of this Agreement, or claims by third parties (including the Staff) for their respective acts or omissions, whether in whole or in part. In no event shall GLC On-the-Go, Inc. be liable or responsible for indemnification for Contractor's facility, work environment, work premise, employees, supervision, agents, patients, doctors, equipment, policies, vendors or other personnel.
12. **PROFESSIONAL LIABILITY INSURANCE** Each party shall obtain, at its own cost, professional liability insurance covering its acts and omissions. Each shall maintain such insurance in amounts not less than one million (\$1,000,000.00) Dollars per occurrence and three million (\$3,000,000.00) Dollars annual aggregate.
13. **GENERAL LIABILITY INSURANCE** Contractor shall maintain vehicle, premise and general liability insurance covering where Staff will work, as well as any Contractor owned or leased vehicles that GLC On-the-Go, Inc. Staff may use in the course of their work. Upon request of GLC On-the-Go, Inc., Contractor shall provide a copy of the insurance policy demonstrating compliance with this paragraph. Such insurance in amounts not less than one million (\$1,000,000.00) Dollars per occurrence and three million (\$3,000,000.00) Dollars annual aggregate per type of coverage.
14. **INDEPENDENT STATUS** In the performance of their respective duties under this Agreement, GLC On-the-Go, Inc. and Contractor shall remain independent contracting entities under a vendor-vendee relationship, and neither shall be deemed to be the employer or employee, partner, agent or joint venture of the other for any purpose whatsoever.
15. **COMMUNICATION WITH STAFF** Contractor shall not communicate directly with Staff outside of the assignment scope. All communications regarding Staff scheduling, whether written, verbal, or in person, shall be relayed through GLC On-the-Go, Inc. unless otherwise agreed to in writing.

16. **NO SOLICITATION AND CONFIDENTIALITY** During the term of this Agreement, and six months following its termination or expiration, Contractor (directly or indirectly) shall not solicit or attempt to solicit, request, investigate or otherwise seek to obtain information from the Staff or anyone else regarding Staff's arrangement and terms (financial, benefits and otherwise) with GLC On-the-Go.
17. **INJUNCTIVE RELIEF** In addition to all other available remedies in the event of a breach of this Agreement, GLC On-the-Go, Inc., as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief. The parties agree that a bond in the amount of \$1,000 shall be agreed to be sufficient for injunctive relief.
18. **NO WAIVER** No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or any subsequent breach.
19. **SURVIVAL OF OBLIGATIONS** Contractor's restrictions, confidentiality, non-solicitation, conversion fee and indemnification stated herein shall survive termination, cancellation or expiration.
20. **NO GENERAL INVALIDITY** If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.
21. **DISASTERS** Neither GLC On-the-Go, Inc. nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of GLC On-the-Go or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.
22. **ASSIGNMENT** Contractor shall not assign or delegate its rights, duties and obligations under this Agreement without the prior written consent of GLC On-the-Go, Inc. GLC On-the-Go, Inc. may in its discretion, assign this Agreement in whole or in part without prior notice or consent to Contractor.
23. **CHANGES TO AGREEMENT** Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.
24. **FINAL AGREEMENT** This Agreement supersedes and voids all promises, warranties, representations or contract terms contained in any earlier discussion or agreements between the parties. As of the date of execution the parties stipulate there are no oral agreements between the parties. This Agreement contains all the terms and conditions agreed by the parties.

25. **NON-DISCRIMINATION** Both GLC On-the-Go, Inc. and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.
26. **FLOATING POLICIES AND COMPETENCE** Floating refers to the reassignment of Staff, whereas Staff's job functions will differ from the original specifications for which the Staff was retained. Contractor may float a nurse to appropriate units that are within the scope of his/her clinical expertise, Joint Commission Standards, and to which he/she has been fully oriented.
27. **ORIENTATION POLICIES** Contractor will provide and ensure that any persons furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.
28. **SUBCONTRACT** GLC On-the-Go, Inc., at its sole discretion, may contract with one or more persons or entities for the performance of GLC On-the-Go, Inc.'s services covered by this Agreement, provided the contract shall not relieve GLC On-the-Go, Inc. of its obligation and liability under this Agreement or limit the restrictions on Contractor or protections for GLC On-the-Go hereunder.
29. **INCIDENT, ERROR TRACKING SYSTEM** GLC On-the-Go, Inc. has a system for reporting, tracking and documenting unexpected incidents. When Staff is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, workplace injury, security incidents, including incidents of property damage, or similar, Contractor shall report the incident to GLC On-the-Go, Inc. Contractor has the right to immediately remove Staff from its center for violation of Contractor's policies and procedures. Staff reporting is not a replacement for Contractor's obligations hereunder. All reporting shall be done within 48 hours of the incident or matter first arising and may be supplemented as additional information is learned, discovered or needed.
30. **TERM OF AGREEMENT AND TERMINATION** The term of this Agreement shall begin on execution and continue for one year, and automatically renew on an annual basis. Either party may terminate this Agreement by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for pre-existing breach. The parties shall deal with each other in good faith during the period after which any notice of intent to terminate is given.
31. **LAW AND JURISDICTION** Any dispute or matter related to or arising from this Agreement shall be governed by Florida law with exclusive venue in Broward County, Florida, and the parties stipulate to personal jurisdiction by the courts of Florida. In the event of litigation, the prevailing party shall be entitled to its attorneys' fees and costs. In the event an undisputed invoice (must be a timely and properly noticed dispute) is not paid by its due date, the Contractor agrees to pay interest at 1.5% per month on the unpaid balance until paid in full.

32. **NOTICE** Any notice given pursuant to this Agreement shall be given by personal delivery, overnight national carrier, or certified mail with return receipt requested, directed to the parties at the following addresses:

GLC On-the-Go
1290 Weston Rd, Ste 316
Weston, FL 33326

AND

Sena Kean Nursing & Rehabilitation Center
17083 Route 6
Smethport, PA 16749

By signing below, you bind the respective party to its obligations hereunder. This Agreement may be executed in counterparts and may be executed electronically and transmitted electronically as originals are not necessary.

GLC On-The-Go, Inc.

By: 

Print: Horri Conry

Title: Pres. dev

Dated: 2/2/2022

Sena Kean SNF Operations, LLC

By: 

Print: Philip J. Sell

Title: Administrator

Dated: 02.02.2022

Exhibit A

Contract Assignment

A. Certified Nurse Assisatant	\$44/hr Days/Evenings \$47/hr Overnights	<u>CRISIS Rates</u> \$65.00/hr
B. Licensed Practical Nurse	\$75.00/hr & \$85/hr Weekend Warrior	\$95.00/hr
C. Registered Nurse	\$85.00/hr	\$125.00/hr

*Contract assignments for each respective GLC On-The-Go Staff are a minimum of six (12) weeks (guaranteed) each. A minimum of thirty-six (36) hours shall be guaranteed each week. Once Staff is assigned by GLC On-The Go to a position with Contractor, the guarantee is in place. Weekend warrior rates are in affect from Friday 3pm- Monday 3pm. Overnight pay is in affect for all hours worked that include 11pm-7am.

*Any new service not listed herein will be added by an addendum.

Holiday Policy - The following days are billed at 1 ½ the above hourly rate:

- New Year's Eve 3:00 pm through New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 pm through Christmas Day

Training/Orientation Contractor agrees to pay for all orientation/training hours of Staff.

Lunch Breaks Timecards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy Each part of an hour beyond forty (40) in single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½) of the above hourly rate (and shall be subject to adjustment for Holiday Policy).

Cancellation Policy for Contract Assignment: As Contract Assignments are guaranteed, if an assignment is cancelled, terminated or ended early, except as provided in this paragraph, the remaining time of the assignment will be billed and due by Contractor. If Staff works any part of the assignment, that time and the unworked portion will also be billed and due. The expiration or termination of this Agreement does not limit or reduce the guarantee of the Contract Assignment. In other words, if there is remaining time on a contract assignment at the time the overall Agreement expires or terminates, the full amount of the assignment is still due and the Contract shall have the option of allowing this Agreement to continue for the limited purpose of completing such contract assignment or simply paying the remaining portion and allowing the termination or expiration to be fully effective. The guarantee for the full contract assignment

shall not be due if that specific Staff is terminated for that respective Staff's failure to show up to work or documented poor work performance, and such failure has not been cured by that Staff within five days of written notice. This cure notice shall be provided to Staff and GLC On-The-Go, Inc.

Invoice and Payments – Client will be invoiced for Staff hours based on timesheets or electronic approval in Client's electronic approval system, if applicable. Client will be charged subject to adjustment for overtime, holiday work, weekend work or increased wage and benefit rates as may be required by law or agreed to by the parties, plus any additional expenses paid out of pocket by the Staff and/or paid or directly reimbursable to GLC On-The-Go, including but not limited to travel, lodging, meals, phone and other costs associated with the work being performed by the Staff. These are costs that Contractor agrees to pay to GLC On-The-Go associated with the Staff. All taxes, withholdings, workers compensation, deductions and payroll expenses are included in the markup. Invoices will be sent on a weekly basis and full payment shall be received within fifteen (15) days of invoice date.

AMENDMENT 1**GLC Rapid/Crisis Response Program – Expedited Credentialing**

DEFENITION: A rapid/crisis response contract is executed for the purpose of staffing personnel at a facility during a time of crisis to quickly meet the increased demand for healthcare professionals. Such persons shall also be known as “Staff” for the purposes of the contractual terms, except to the extent it conflicts with this Amendment.

To support our clients’ needs for rapid/crisis response services, the following list of amended requirements will be used to facilitate expedited deployment of eligible candidates. Candidates must be starting the assignment within **24-72hrs** of offer/acceptance to qualify for expedited credentialing.

The goal of this expedited credentialing is to meet the urgent need for patient care in a crisis while still maintaining credentialing standards and meeting regulatory compliance.

1. Completed **GLC application** for employment
2. Possess a **valid license to practice** in the state of assignment (or waiver if applicable)
3. Proof of identity & employment eligibility (**DL/SS card**)
4. Nationwide **Background Check**
5. **Rapid DS** (done by GLC or client)
6. Queries/Sanction searches: **OIG, SAM, NSO**
7. Competency test or Skills Checklist

GLC CORE Credentialing Requirements**Screening/Backgrounds**

8. Professional State License
9. Background Check
10. 10 Panel Drug Screen
11. References (2)
12. **OIG, SAM, NSO** searches

Medical Clearance

13. Physical – Fit for Duty
14. TB Screening & TBQ
15. HEP B Vaccination/Declination
16. Influenza Vaccination/Declination

Competency/Regulatory

- 17. OSHA/HIPAA/NPSG testing
- 18. Competency testing
- 19. Skills Checklist
- 20. Job Description
- 21. Education Verification

Proof of Identity/Employment Eligibility

- 22. Government issued photo ID
- 23. Social Security card
- 24. I9/Verify

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT made the 28th day of June 2021 (the "Agreement") between GLC On-The-Go, Inc., a Florida corporation having a place of business at 1290 Weston Road, Suite 316, Weston, FL 33326,

AND

Sena Kean Manor ("Contractor"), having its principal place of business at

17083 Route 6

Smethport, PA 16749

WHEREAS, GLC On-The-Go, Inc., is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical assistants with specific skills and experience.

WHEREAS, Sena Kean Manor is requesting personnel with the skill and experience provided by GLC On-the-Go, Inc.

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. **PERSONNEL TO BE PROVIDED** The personnel to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, NA's (collectively, "Staff" or "GLC On-The-Go, Inc. Staff").
2. **QUALIFICATIONS OF STAFF PERSONNEL** GLC On-The-Go, Inc. will ensure that the Staff possess the qualifications required to perform the duties in which they were contracted to provide in their specific field of practice as specified by Contractor. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test, and criminal clearances, as may be required for the services being provided.
3. **SUBSTITUTE STAFF** GLC On-the-Go, Inc. shall use its best efforts to replace regularly scheduled Staff that are unavailable on a given day due to illness or paid time off or because of an emergency, vacation or holiday. However, GLC On-the-Go, Inc. cannot guarantee that it can or will provide substitute staff. There is no penalty or default for the inability to provide substitute staff.
4. **GLC ON-THE-GO AS EMPLOYER** Contractor shall not be responsible for payment of wages, salaries and other compensation, fringe benefits, unemployment insurance, social security, or other payroll taxes for Staff provided to Contractor by GLC On-the-Go, Inc. Further, GLC On-the-Go, Inc. shall be the employer of all Staff it furnishes to Contractor. Contractor shall not make any payments, consideration or provide any benefits to Staff without the prior written consent of GLC On-the-Go, Inc.

5. **ADMINISTRATIVE LINK** For the purpose of facilitating the services contemplated by this Agreement, Contractor and GLC On-the-Go, Inc. shall designate an administrative employee to be available for such purposes.

6. **COMPENSATION (TIME RECORDS)** Contractor shall compensate GLC On-the-Go, Inc. for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is made a part of this Agreement. For the purpose of compensation, GLC On-the-Go, Inc. shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate. If there is any dispute as to the accuracy or obligation to pay based on the submitted time records, Contractor shall provide in writing the details of such dispute within 14 days of its receipt of such time records. The writing shall be sufficient to identify the respective Staff, dates, hours and matters at dispute, the reason Contractor believe the records are inaccurate and what the Contractor believes to be accurate information. If no such writing in detail is timely provided to GLC On-the Go, Inc., then the Contractor waives its right to dispute the respective time records and obligation to pay for the same, and those time records shall be deemed accurate with payment due without reduction or set-off. Any portion of the invoice that has not been timely and properly disputed shall be timely paid. The portion subject to timely and proper dispute may be withheld subject to the terms of this Agreement. If the parties are unable to resolve a timely dispute within 30 days of the dispute notice, the Contractor shall pay such amount "under dispute" and the parties shall continue to work to resolve the disputed matter, and the Contractor does not waive its timely raised disputed issues.

7. **EXPENSES** Contractor shall be responsible for all agreed upon expenses incurred by GLC On-the-Go, Inc. Staff and agents while on assignment to Contractor under this Agreement, including but not limited to sending Staff (if previously agreed) to another location or travel.

8. **HIRING OF TEMPORARY STAFF BY CONTRACTOR AND CONVERSION FEE** Contractor may wish to (directly or indirectly) employ (or enter an independent contractor relationship with) Staff. In the event of such a conversion (directly or indirectly) to the employ of or contract relationship with Contractor or to another company to whom Contractor refers such person, Contractor agrees to pay a conversion fee to GLC On-the-Go, Inc. The conversion fee (regardless of full or part time) is \$15,000.00 for an RN, \$12,000.00 for an LPN, and \$9,000.00 for HHA or any other position. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed and timely paid to GLC On-the-Go, Inc. while on assignment for such person, however in no event will the conversion fee be reduced below \$5,000.00 for any position. The conversion fee is payable regardless of the classification or position, regardless if permanent or temporary (including temporary assignments through another agency) or consulting basis. The conversion fee shall be due for any Staff currently working with Contractor or within the last six (6) months for GLC On-The-Go, Inc. Contractor also agrees to pay a conversion fee if the GLC On-the-Go, Inc. Staff assigned to Contractor is hired by a subsidiary, affiliate, agency or related company or business, including but not limited to as a result of referral of Staff to that entity. The parties agree that this paragraph shall be broadly construed to avoid a circumvention of the conversion fee.

9. **COMPLIANCE WITH APPLICABLE LAW** GLC On-the-Go, Inc. and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act, Immigration Reform and Control Act,

and all other applicable federal, state and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, sexual harassment, anti-discrimination and wage and hour, whether as presently enacted or as hereafter enacted.

10. **CONFIDENCE OF INFORMATION** Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, research, development, personnel (Staff), and all other proprietary or confidential information, knowledge and data related to the business and affairs of GLC On-the-Go, Inc. that may be acquired in furtherance of the relationship contemplated by this Agreement, including but not limited to the terms, rates and fees detailed in this Agreement, amounts paid and Staff compensation and benefits. During and after the term of this Agreement, Contractor shall not, without the prior written consent of GLC On-the-Go, Inc., publish, communicate, divulge or disclose any such Confidential Information.
11. **INDEMNIFICATION** GLC On-the-Go, Inc. and Contractor shall indemnify, hold harmless and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit arising out of or in connection with their breach of this Agreement, or claims by third parties (including the Staff) for their respective acts or omissions, whether in whole or in part. In no event shall GLC On-the-Go, Inc. be liable or responsible for indemnification for Contractor's facility, work environment, work premise, employees, supervision, agents, patients, doctors, equipment, policies, vendors or other personnel.
12. **PROFESSIONAL LIABILITY INSURANCE** Each party shall obtain, at its own cost, professional liability insurance covering its acts and omissions. Each shall maintain such insurance in amounts not less than one million (\$1,000,000.00) Dollars per occurrence and three million (\$3,000,000.00) Dollars annual aggregate.
13. **GENERAL LIABILITY INSURANCE** Contractor shall maintain vehicle, premise and general liability insurance covering where Staff will work, as well as any Contractor owned or leased vehicles that GLC On-the-Go, Inc. Staff may use in the course of their work. Upon request of GLC On-the-Go, Inc., Contractor shall provide a copy of the insurance policy demonstrating compliance with this paragraph. Such insurance in amounts not less than one million (\$1,000,000.00) Dollars per occurrence and three million (\$3,000,000.00) Dollars annual aggregate per type of coverage.
14. **INDEPENDENT STATUS** In the performance of their respective duties under this Agreement, GLC On-the-Go, Inc. and Contractor shall remain independent contracting entities under a vendor-vendee relationship, and neither shall be deemed to be the employer or employee, partner, agent or joint venture of the other for any purpose whatsoever.
15. **COMMUNICATION WITH STAFF** Contractor shall not communicate directly with Staff outside of the assignment scope. All communications regarding Staff scheduling, whether written, verbal, or in person, shall be relayed through GLC On-the-Go, Inc. unless otherwise agreed to in writing.

16. **NO SOLICITATION AND CONFIDENTIALITY** During the term of this Agreement, and six months following its termination or expiration, Contractor (directly or indirectly) shall not solicit or attempt to solicit, request, investigate or otherwise seek to obtain information from the Staff or anyone else regarding Staff's arrangement and terms (financial, benefits and otherwise) with GLC On-the-Go.
17. **INJUNCTIVE RELIEF** In addition to all other available remedies in the event of a breach of this Agreement, GLC On-the-Go, Inc., as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief. The parties agree that a bond in the amount of \$1,000 shall be agreed to be sufficient for injunctive relief.
18. **NO WAIVER** No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or any subsequent breach.
19. **SURVIVAL OF OBLIGATIONS** Contractor's restrictions, confidentiality, non-solicitation, conversion fee and indemnification stated herein shall survive termination, cancellation or expiration.
20. **NO GENERAL INVALIDITY** If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.
21. **DISASTERS** Neither GLC On-the-Go, Inc. nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of GLC On-the-Go or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.
22. **ASSIGNMENT** Contractor shall not assign or delegate its rights, duties and obligations under this Agreement without the prior written consent of GLC On-the-Go, Inc. GLC On-the-Go, Inc. may in its discretion, assign this Agreement in whole or in part without prior notice or consent to Contractor.
23. **CHANGES TO AGREEMENT** Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.
24. **FINAL AGREEMENT** This Agreement supersedes and voids all promises, warranties, representations or contract terms contained in any earlier discussion or agreements between the parties. As of the date of execution the parties stipulate there are no oral agreements between the parties. This Agreement contains all the terms and conditions agreed by the parties.

25. **NON-DISCRIMINATION** Both GLC On-the-Go, Inc. and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.
26. **FLOATING POLICIES AND COMPETENCE** Floating refers to the reassignment of Staff, whereas Staff's job functions will differ from the original specifications for which the Staff was retained. Contractor may float a nurse to appropriate units that are within the scope of his/her clinical expertise, Joint Commission Standards, and to which he/she has been fully oriented.
27. **ORIENTATION POLICIES** Contractor will provide and ensure that any persons furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.
28. **SUBCONTRACT** GLC On-the-Go, Inc., at its sole discretion, may contract with one or more persons or entities for the performance of GLC On-the-Go, Inc.'s services covered by this Agreement, provided the contract shall not relieve GLC On-the-Go, Inc. of its obligation and liability under this Agreement or limit the restrictions on Contractor or protections for GLC On-the-Go hereunder.
29. **INCIDENT, ERROR TRACKING SYSTEM** GLC On-the-Go, Inc. has a system for reporting, tracking and documenting unexpected incidents. When Staff is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, workplace injury, security incidents, including incidents of property damage, or similar, Contractor shall report the incident to GLC On-the-Go, Inc. Contractor has the right to immediately remove Staff from its center for violation of Contractor's policies and procedures. Staff reporting is not a replacement for Contractor's obligations hereunder. All reporting shall be done within 48 hours of the incident or matter first arising and may be supplemented as additional information is learned, discovered or needed.
30. **TERM OF AGREEMENT AND TERMINATION** The term of this Agreement shall begin on execution and continue for one year, and automatically renew on an annual basis. Either party may terminate this Agreement by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for pre-existing breach. The parties shall deal with each other in good faith during the period after which any notice of intent to terminate is given.
31. **LAW AND JURISDICTION** Any dispute or matter related to or arising from this Agreement shall be governed by Florida law with exclusive venue in Broward County, Florida, and the parties stipulate to personal jurisdiction by the courts of Florida. In the event of litigation, the prevailing party shall be entitled to its attorneys' fees and costs. In the event an undisputed invoice (must be a timely and properly noticed dispute) is not paid by its due date, the Contractor agrees to pay interest at 1.5% per month on the unpaid balance until paid in full.

32. **NOTICE** Any notice given pursuant to this Agreement shall be given by personal delivery, overnight national carrier, or certified mail with return receipt requested, directed to the parties at the following addresses:

GLC On-the-Go
1290 Weston Rd, Ste 316
Weston, FL 33326

AND

Sena Kean Manor
17083 Route 6
Smethport, PA 16749

By signing below, you bind the respective party to its obligations hereunder. This Agreement may be executed in counterparts and may be executed electronically and transmitted electronically as originals are not necessary.

GLC On-The-Go, Inc.

By: [Signature]

Print: Hermin Cacer

Title: President

Dated: 6/28/2021

Sena Kean Manor

By: [Signature]

Print: Chaim Pantierer

Title: Controller

Dated: 6/28/2021

Exhibit A

Contract Assignment**CRISIS Rates**

a. Certified Nurse Assistant	\$ 44.00/Hr.	\$65.00/Hr.
b. Licensed Practical Nurse	\$ 60.00/Hr.	\$95.00/Hr.
c. Registered Nurse	\$ 75.00/Hr.	\$125.00/Hr.

*Contract assignments for each respective GLC On-The-Go Staff are a minimum of six (12) weeks (guaranteed) each. A minimum of thirty-six (36) hours shall be guaranteed each week. Once Staff is assigned by GLC On-The Go to a position with Contractor, the guarantee is in place.

*Any new service not listed herein will be added by an addendum.

Holiday Policy - The following days are billed at 1 ½ the above hourly rate:

- New Year's Eve 3:00 pm through New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 pm through Christmas Day

Training/Orientation Contractor agrees to pay for all orientation/training hours of Staff.

Lunch Breaks Timecards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy Each part of an hour beyond forty (40) in single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½) of the above hourly rate (and shall be subject to adjustment for Holiday Policy).

Cancellation Policy for Contract Assignment: As Contract Assignments are guaranteed, if an assignment is cancelled, terminated or ended early, except as provided in this paragraph, the remaining time of the assignment will be billed and due by Contractor. If Staff works any part of the assignment, that time and the unworked portion will also be billed and due. The expiration or termination of this Agreement does not limit or reduce the guarantee of the Contract Assignment. In other words, if there is remaining time on a contract assignment at the time the overall Agreement expires or terminates, the full amount of the assignment is still due and the Contract shall have the option of allowing this Agreement to continue for the limited purpose of completing such contract assignment or simply paying the remaining portion and allowing the termination or expiration to be fully effective. The guarantee for the full contract assignment shall not be due if that specific Staff is terminated for that respective Staff's failure to show up to work or

documented poor work performance, and such failure has not been cured by that Staff within five days of written notice. This cure notice shall be provided to Staff and GLC On-The-Go, Inc.

Invoice and Payments – Client will be invoiced for Staff hours based on timesheets or electronic approval in Client's electronic approval system, if applicable. Client will be charged subject to adjustment for overtime, holiday work, weekend work or increased wage and benefit rates as may be required by law or agreed to by the parties, plus any additional expenses paid out of pocket by the Staff and/or paid or directly reimbursable to GLC On-The-Go, including but not limited to travel, lodging, meals, phone and other costs associated with the work being performed by the Staff. These are costs that Contractor agrees to pay to GLC On-The-Go associated with the Staff. All taxes, withholdings, workers compensation, deductions and payroll expenses are included in the markup. Invoices will be sent on a weekly basis and full payment shall be received within fifteen (15) days of invoice date.